

SECTION 00 4113

UNIT PRICE BID FORM

PART 1 GENERAL

From: Darby Creek Excavating, Inc
Name of Bidder
6790 Brooksmiller Road
Circleville, Ohio 43113
Address & Zip of Bidder
740-477-8600
Area Code & Telephone Number of Bidder

To: Village of Ashville, Ohio
Village Administration Building
200 East Station Street
Ashville, OH 43103

Gentlemen:

Having examined the contract documents entitled:

VILLAGE OF ASHVILLE, OHIO
SANITARY SEWER IMPROVEMENTS 2016 (PART B)

Prepared by AECOM, 277 W. Nationwide Blvd., Columbus, Ohio 43215, for the construction of the project, and having inspected the site and the conditions affecting and governing the construction of the project, the undersigned hereby proposes to furnish all material and perform all labor specified and described in the specifications and shown on the drawings for the work for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

1.1 BIDDER OWNER AGREEMENT

- A. ~~The Owner has the option of awarding bid based on the Owners preference of the type of equipment desired. Once equipment is selected, each bidder's associated pipe cost will be inserted into the appropriate base bid line items and compared in order to determine the low bid. This method of selecting equipment does not obligate the Owner to select the lowest price equipment.~~ Base Bid: The total base bid shall be the total of all bid items listed. The total base bid shall be used for the purpose of selecting the low bidder and not for payment. Payment shall be based on individual unit prices or individual lump sum bid items.
- B. ~~It is mandatory to state prices for all Alternatives. Any bid without Alternate pricing shall be considered nonresponsive. The Owner reserves the right to award project based on the best responsive bid.~~

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C. ~~Owner reserves the right to accept or reject any Alternatives to the computed total base bid, regardless of cost.~~

B. Addenda

1. All Addenda, revised drawings and bulletins issued have been included in this bid and are listed below:
2. The Contractor is to acknowledge receipt of Addendum below. Enter date and initial.

Addendum	Dated	Received By	Addendum	Dated	Received By
No. 1	<u>10-7-16</u>	<u>Amy Esterbrook</u>	No. 4	_____	_____
No. 2	<u>10-14-16</u>	<u>Amy Esterbrook</u>	No. 5	_____	_____
No. 3	<u>10-17-16</u>	<u>Amy Esterbrook</u>	No. 6	_____	_____

D. Completion Time: It is understood and agreed that work embodied in this contract, together with the alterations thereto, if any, shall be substantially complete within ~~549~~ **305** days, and complete with ~~610~~ **365** days from the date of entering into the contract therefore.

E. Commencement of Work: Work shall start within 10 days of signing the Contract.

F. Liquidated Damages: The undersigned has read the liquidated damages clause in the Instructions to Bidders and agrees to its terms.

G. Bond: The undersigned agrees to furnish a Performance Bond and a Labor and Material Payment Bond as described in the Instructions to Bidders.

H. Bid Package: The bid package consists of the following forms:

1. Section 00 2113, "Instructions to Bidders". (for information only)
2. Section 00 4113, "Bid Form".
3. Section 00 4313, "Bid Security".
4. Section 00 4333, "Proposed Products Form".
5. Section 00 4336, "Proposed Subcontractor's Form".
6. Section 00 4513, "Bidder's Qualifications".
7. Section 00 4515, "Ohio EPA/DEFA Government Requirements"
 - a. Contractor Equal Employment Opportunity (EEO) Certification
 - b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
 - c. DBE Forms 1A and 1B
 - 1) To be submitted with bid package OR within 2 weeks of bid opening.
 - d. American Iron & Steel Sign-off Form.
8. Section 00 4519, "Non-Collusion Affidavit".
9. Section 00 4529, "Personal Property Tax Disclosure Affidavit".
10. Section 00 4550, "OPWC Governmental Requirements".
 - a. **OPWC Governmental Requirements Attachment.**

1.2 UNIT PRICE SCHEDULE

A. Notes to Bidders

1. The price quoted shall include all items of labor, materials, tools, equipment, insurance and other costs necessary to fully complete the work pursuant to the CONTRACT DOCUMENTS. It is the intention of the Contract Documents to provide and require a completed work Project ready for operation. Any work items omitted from such Contract Documents which are clearly necessary for the completion of such work and its appurtenances

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shall be considered a part of such work although not directly specified or called for in the Contract Documents.

2. An increase or decrease in the quantity for any unit price item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.
 3. The Owner reserves the right to accept or reject any or all of the following unit prices prior to the execution of the contract.
 4. All extensions of the unit prices shown will be subject to verification by the Owner. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.
 5. All quantities are estimated except where the item is given as Lump Sum.
 6. The contract shall be awarded on the basis of the total lowest responsive and responsible Base Bid.
- B. Description of Bid Item: A general description of the work included in each bid item is listed in Division 01 Section "Measurement and Payment".

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<u>LINE NO.</u>	<u>ODOT NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>SUM OF LABOR & MATERIAL</u>	<u>BID PRICE</u>
1	201	Clearing and Grubbing	L.S.	1	1,000.00	0.00	1,000.00	1,000.00
2	201	Tree Removal > 15 inches	E.A.	1	300.00	0.00	300.00	300.00
3	202	Fence Removed and Reinstalled	L.F.	20 295	5.00	5.00	10.00	2,950.00
4	202	Storm Structures Removed	EA.	7	150.00	0.00	150.00	1,050.00
5	202	Manhole Abandoned In-place	EA.	1	100.00	300.00	400.00	400.00
6	202	Portions of Structure Removed (As Directed)	C.Y.	5	0.00	0.00	0.00	0.00
7	202	Abandoned Pipe In-place, 24 Inches and Under	EA, LF	120	2.00	10.00	12.00	1,440.00
8	202	Pipe Removed, 24 Inches and Under	L.F.	551	5.00	5.00	10.00	5,510.00
9	202	Cut and Plug Conduit Opening Through 12 Inches	EA.	2	100.00	200.00	300.00	600.00
10	202	Cut and Plug Conduit Opening Through 24 Inches	EA.	10	150.00	250.00	400.00	4,000.00
11	203	Embankment Improvements W/ 4" Gravel base	C.Y.	32	0.00	0.00	0.00	0.00
12	207	Temporary Sediment and Erosion Control	L.S.	1	2,500.00	2,500.00	5,000.00	5,000.00

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13	253	Temporary Pavement (Village Roads)	S.Y.	63	0.00	0.00	0.00	0.00
14	253 Spec.	Temporary Pavement (Main Street State Route 316 Crossing)	S.Y.	71 134	4.00	12.00	16.00	2,144.00
15	254	Pavement Planing, Asphalt Concrete	C.Y. S.Y.	54 1296	1.80	0.00	1.80	2,332.80
16	407	Tack Coat	GAL	468	1.00	1.25	2.25	1,053.00
17	448	1.5-inch Asphalt Concrete Surface Course, Scioto St.	C.Y. S.Y.	49 1176	2.00	6.00	8.00	9,408.00
18	448	1.5-inch Asphalt Concrete Surface Course, Lexington Ave.	C.Y. S.Y.	49 1176	2.00	6.00	8.00	9,408.00
19	Spec.	Driveway Replacement, Gravel (To Include Alley)	C.Y. S.Y.	366 1647	2.00	7.00	9.00	14,823.00
20	Spec.	Gravel Driveway Replacement w/ Asphalt Pavement Course (Haddox Property)	C.Y. S.Y.	211 844	3.00	17.00	20.00	16,880.00
21	Spec.	Temporary Gravel Parking Area on Village of Ashville Property (For Haddox Property)	C.Y. S.Y.	65 390	4.00	6.00	10.00	3,900.00
22	Spec.	12'x10' Rubber Speed Bumps (For Haddox Property)	EA.	2	50.00	450.00	500.00	1,000.00
23	Spec.	6' Concrete Parking Blocks, ODOT RM-6-1 (For Haddox Property)	EA.	26	25.00	50.00	75.00	1,950.00
24	Spec.	Deteriorated Asphalt Replacement with 6" Gravel Base and ODOT Type "D" Geotextile Fabric (For Haddox Property)	S.F.	2,588	.40	.60	1.00	2,588.00

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25	Spec.	Driveway Replacement, Concrete	C.Y. S.Y.	15 54	25.00	75.00	100.00	5,400.00
26	Spec.	Pavement Replacement Type 1, Main Street-State Route 316	C.Y. S.Y.	23 92	16.00	60.00	76.00	6,992.00
27	Spec.	Pavement Replacement, Village Streets	C.Y. S.Y.	400 1310	8.00	20.00	28.00	36,680.00
28	604 Spec.	Type "C" Sanitary Manhole with 48-Inch Base	EA.	18	533.00	3,300.00	3,833.00	68,994.00
29	604 Spec.	Type "C" Sanitary Manhole with 60-Inch Base	EA.	7	445.00	3,000.00	3,445.00	24,115.00
30	604 Spec.	Type "C" Sanitary Manhole with 48-Inch Base, Outside Drop	EA.	1	624.00	5,500.00	6,124.00	6,124.00
31	604 Spec.	Type "C" Sanitary Manhole with 60-Inch Base, Outside Drop	EA.	1	697.00	7,300.00	7,997.00	7,997.00
32	604	Type "C" Sanitary Manhole with 72-Inch Base, Outside Drop	EA.	0	0.00	0.00	0.00	0.00
33	604 Spec.	Type "E" Sanitary Manhole with 48-Inch Base	EA.	2	840.00	3,400.00	4,240.00	8,480.00
34	604 Spec.	Type "C" Storm Manhole with 48-Inch Base and Grated Lid	EA.	1	640.00	3,600.00	4,240.00	4,240.00
35	604 Spec.	Type "E" Storm Manhole with 60-Inch Base and Solid Lid	EA.	1	1,550.00	4,000.00	5,550.00	5,550.00
36	604 Spec.	Odot 2x2 Catch Basin	EA.	1	400.00	730.00	1,130.00	1,130.00

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LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
37	604	4-inch Drain Inlet	EA.	2	200.00	400.00	600.00	1,200.00
38	604	Odot 2x3 Curb Inlet	EA.	2	400.00	1,010.00	1,410.00	2,820.00
39	604 Spec.	Headwall for 18 Inch pipe	EA.	1	200.00	600.00	800.00	800.00
40	604 Spec.	Reconstruct Manhole Bench and Channel, As Directed	EA.	2	200.00	200.00	400.00	800.00
41	604 Spec.	Sanitary Manhole with 48-Inch Base, As Directed	EA.	1	833.00	3,000.00	3,833.00	3,833.00
42	607	Fence Replaced with Type CLT 60-Inch Chain Link	L.F.	305	10.00	15.00	25.00	7,625.00
43	608 Spec.	4-Inch Concrete Sidewalk Replacement	S.F.	2,160	2.26	5.00	7.26	15,681.60
44	609 Spec.	Concrete Curb & Gutter	L.F.	24	15.00	35.00	50.00	1,200.00
45	611	4-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	14	0.00	0.00	0.00	0.00
46	611 Spec.	4-Inch PVC SRD35 SanitaryStorm Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	60	16.00	12.00	28.00	1,680.00
47	611	6-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	14	0.00	0.00	0.00	0.00
48	611	6-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	14	0.00	0.00	0.00	0.00

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LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
49	611 Spec.	8-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	45	74.00	78.00	152.00	6,840.00
50	611 Spec.	8-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	53 67	60.00	20.00	80.00	5,360.00
51	611 Spec.	18-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	796	65.00	113.00	178.00	141,688.00
52	611 Spec.	18-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	809	50.00	32.00	82.00	66,338.00
53	611 Spec.	24-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	3,553	75.00	86.00	161.00	572,033.00
54	611 Spec.	24-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	1,432	60.00	36.00	96.00	137,472.00
55	611 Spec.	18-Inch PVC PS46 Storm Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	71	36.00	42.00	78.00	5,538.00
56	611 Spec.	18-Inch PVC PS46 Storm Sewer with Type 1 Bedding and Compacted Backfill	L.F.	58	25.00	28.00	53.00	3,074.00
57	613	Flowable Controlled Density Fill (FCDF)	C.Y.	29 44	5.00	75.00	80.00	3,520.00
58	614	Maintaining Traffic, As Per Plan	L.S.	1	5,000.00	5,000.00	10,000.00	10,000.00
59	623	Construction Layout Stakes	L.S.	1	5,000.00	5,000.00	10,000.00	10,000.00
60	624	Mobilization	L.S.	1	20,000.00	0.00	20,000.00	20,000.00

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61	638 Spec.	4-Inch PVC DR25 Class 165 With Fittings, Water Main Compacted Granular Backfill	L.F.	354	33.00	20.00	53.00	18,762.00
62	638 Spec.	10-Inch PVC DR25 Class 165 With Fittings, Sewer Force Main Compacted Granular Backfill	L.F.	2,982	24.77	26.00	50.77	151,396.14
63	638 Spec.	10-Inch PVC DR25 Class 165 With Fittings, Sewer Force Main with Compacted Backfill	L.F.	1,838	16.76	20.00	36.76	67,564.88
64	638	4-inch Tapping Sleeve, Valve, and Valve Box	EA.	1	1,670.00	2,000.00	3,670.00	3,670.00
65	638	4x6"-inch Tapping Sleeve, Valve, and Valve Box	EA.	1	1,670.00	2,002.00	3,672.00	3,672.00
66	638 Spec.	10-inch Force Main Air Release Valve, Complete W/ Structure	EA.	2	2,560.00	4,550.00	7,110.00	14,220.00
67	638 Spec.	10-inch Force Main Clean Out Assembly	EA.	4	1,280.00	6,776.00	8,056.00	32,224.00
68	659	Seeding and Mulching, Class 2	S.F.	87,766				
			S.Y.	9,752	.75	.75	1.50	14,628.00
69	Spec.	Core Drill and Boot Existing Manhole, As Per Plan	EA.	2	600.00	600.00	1,200.00	2,400.00
70	Spec.	Dewatering	L.S.	1	4,000.00	1,000.00	5,000.00	5,000.00
71	Spec.	Bypass Pumping, As Directed	L.S.	1	10,000.00	10,000.00	20,000.00	20,000.00
72	Spec.	Field Tile, Underdrain, Perimeter Drain, Culvert, Sanitary Sewer Service, Leach Field Pipe, Water Line, and Gas Line Repair/Replacement, As Directed	L.F.	260	2.50	2.50	5.00	1,300.00

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73	Spec.	Transfer (3/4-inch) Water Service	EA.	2	400.00	350.00	750.00	1,500.00
74	Spec.	Special Structural Modification as Directed	EA.	2	0.00	0.00	0.00	0.00
75	Spec.	Storm Water Pollution Prevention Plan and Implementation	L.S.	1	1,000.00	1,000.00	2,000.00	2,000.00
76	Spec.	Material Testing / Inspection (Cost Allowance)	L.S.	1	0.00	0.00	\$30,000.00	\$30,000.00

TOTAL BASE BID

One Million Six Hundred Forty Nine Thousand Two Hundred Seventy Eight Dollars and Forty Two Cents	Dollars	(\$1,649,278.42)
(In words)		(In figures)

NOTES: The Bid Price of each item is the sum of the labor and material unit price multiplied by the quantity. the individual item bids.

The Total Base Bid is the sum of all



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1.3 RIGHTS RESERVED

- A. In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any and all bids, or part of any bid, and it is agreed that the proposal may not be withdrawn for a period of sixty (60) days subsequent to the opening of bids, without the consent of the Owner.

1. If bidder is a corporation, fill in these blanks.

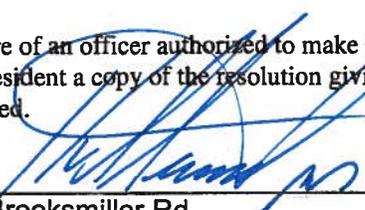
Darby Creek Excavating, Inc

Name of Corporation

Ohio

State in which incorporated

Signature of an officer authorized to make this agreement. If other than a President or Vice President a copy of the resolution giving authorization from The Board of Directors is required.

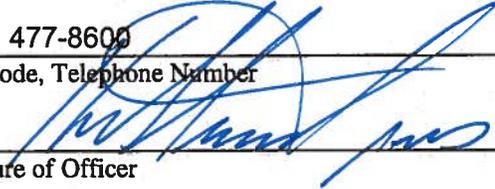

Kevin R. Steward, President

6790 Brooksmiller Rd
Circleville, Ohio 43113

Address of Corporate Headquarters
(w/Zip Code)

(740) 477-8600

Area Code, Telephone Number


Kevin R. Steward, President

Officers Printed Name & Corporate Office

6790 Brooksmiller Rd

Circleville, Ohio 43113

Business Address – Zip Code

(740) 477-8600

Area Code, Telephone Number

2. If bidder is a foreign corporation, fill in the following in addition to the above.

N/A

Statutory Agent

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Address of Statutory Agent (w/Zip Code)

()

Area Code, Telephone Number

3. If the bidder is a partnership, fill in the following blanks:

N/A

Name of Partnership

List Names of Each Partner

Signature of at least one partner

Member of Firm

Business Address (w/Zip Code)

()

Area Code, Telephone Number

4. If the bidder is an individual, fill in the following blanks:

N/A

Signature of Individual

Business Address (w/Zip Code)

()

Area Code, Telephone Number

B. Substitution Sheet

1. All base bids shall be based upon the materials and/or equipment specified.
2. Bidders desiring to make substitutions shall list such proposed substitutions below, together with the amount of money to be added to or deducted from the amount of their base bid.

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- 3. Substitution, if any, must be submitted with this bid.
- 4. Complete specifications and descriptions of any items the bidder proposes to substitute shall be furnished with, and be attached to his bid.

Brand or Make Specified	Proposed Substitution	Add	Deduct
NONE			

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 4113

SECTION 00 4313

BID SECURITY

FORM OF BID GUARANTY AND CONTRACT BOND
(As prescribed by Ohio Revised Code Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

Darby Creek Excavating, Inc., as Principal, at

6790 Brooksmiller Road, Circleville, OH 43113 (Address)

and Fidelity and Deposit Company of Maryland as Surety, are hereby held and firmly bound unto the Village of Ashville, Ohio, as Obligee, in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on (date) October 20, 2016 to undertake the Project known as:

Project Name: Village of Ashville, Ohio Sanitary Sewer Improvements 2016 (Part B)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars (\$ _____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall not be less than the full amount of the Bid, including Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Bid for the above referenced Project;

NOW, THEREFORE, if the Obligee accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Contract bid, Plans, Specifications, details and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and

responsible to perform the Work covered by the Bid; or in the event the Obligees does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligees the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligees accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligees against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Obligees herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this 20th day of October, 2016

PRINCIPAL:

Darby Creek Excavating, Inc.

By: [Signature]

Title: President

SURETY: Fidelity and Deposit Company of Maryland

By: [Signature]
Amy M. Perdue Attorney-in-Fact

SURETY INFORMATION:

2500 Farmers Drive, Suite 130

Street

Columbus, OH 43235

City State Zip

614-314-5218

Telephone Number

SURETY AGENT'S INFORMATION:

Overmyer Hall Associates

Agency Name

1600 W. Lane Avenue, Suite 200

Street

Columbus, OH 43221

City State Zip

614-453-4400

Telephone Number

END OF SECTION 00 4313

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gregory R. OVERMYER, Amy M. PERDUE, Nancy SANTHO, Jack KEHL and Stephanie M. WHITE, all of Columbus, Ohio, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of December, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 21st day of December, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of October, 2016.



Thomas O. McClellan, Vice President

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition
As Of December 31, 2015**

ASSETS

Bonds	\$ 142,878,497
Stocks	22,315,096
Cash and Short Term Investments.....	337,835
Reinsurance Recoverable	24,731,651
Other Accounts Receivable.....	19,935,844
TOTAL ADMITTED ASSETS	\$ <u>210,198,923</u>

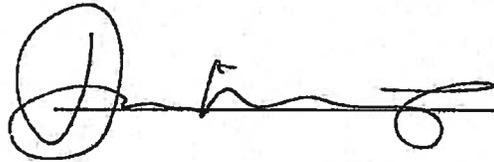
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 46,436
Ceded Reinsurance Premiums Payable	40,456,309
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 40,502,745
Capital Stock, Paid Up	\$ 5,000,000
Surplus	164,696,178
Surplus as regards Policyholders.....	169,696,178
TOTAL	\$ <u>210,198,923</u>

Securities carried at \$57,996,983 in the above statement are deposited with various states as required by law.

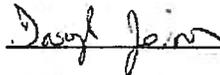
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be \$212,137,795 and surplus as regards policyholders \$171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.


Notary Public



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 03/29/2016

Effective 04/02/2016

Expires 04/01/2017

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

of Maryland is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines

Workers Compensation

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Other Liability

Surety

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$210,198,923, liabilities in the amount of \$40,502,746, and surplus of at least \$169,696,177.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor, Lt. Governor/Director



SECTION 00 4336

PROPOSED SUBCONTRACTORS FORM

PART 1 GENERAL

- A. List the subcontractors that the Bidder is proposing. As a minimum, indicate the electrical (if applicable) and directional drilling subcontractor (if applicable).

LIST OF PROPOSED SUBCONTRACTORS

Subcontractor Name and Address		Service to Be Provided
KMC Paving, Inc 6790 Brooksmiller Rd Circleville, OH 43113		Paving
Oglesby 1600 Toledo Rd Norwalk, OH 44857		Concrete Repair

END OF SECTION 00 4336

SECTION 00 4513

BIDDER'S QUALIFICATIONS

At the time of bid, the bidder is required to provide detailed information on the form herein (or referenced and attached hereto) as evidence of the bidder's responsibility, experience, skill, and financial capacity to complete this contract in the time allotted. This information will be used by the owner to determine if the proposal is the lowest responsible and responsive bid. The Owner may make related investigations to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner or its representative, in a timely manner, all such information and data as the Owner may request for this purpose, which may include a financial statement.

1. General Information

Name: Darby Creek Excavating, Inc
Address: 6790 Brooksmiller Rd, Circleville, OH 43113

Names, Titles, and Years of Experience of Company Officers and Key Supervisory Personnel:
Kevin R. Steward, President - 25 Years

Cary Purcell, Secretary

Mike Cottrill, Superintendent - 25 Years

Address for Administration of this Contract: _____
6790 Brooksmiller Road
Circleville, Ohio 43113

Years in Business as a Contractor: 20

Former Names of the Organization: None

Certification of legal qualifications to do business at the project site.
Registered Contractor with the Village of Ashville

Bank References: The Savings Bank, Circleville, Ohio

Surety for this Project: Fidelit and Deposit Company of Maryland

Name of Bonding Company: Overmyer Hall & Associates

Name and Address of Agent: 1600 W Lane Ave

Columbus, OH 43221

Major equipment owned and available to be used on this Project: _____
See Attached Equipment List

Major equipment to be rented for use on this Project: _____
NONE

2. Provide the following information for similar projects completed within the last 5 years, within a 500-mile radius of the project site (add sheets if necessary). A similar project shall be defined only as including a wastewater treatment plant with similar size and complexity.

A. Owner: Pickaway County Commissioner Contact Person and Phone No.:
Anthony Neff
740-474-3360
Project: Progress Parkway Original Contract Amount:
1,325,548.00
Original Completion Date: Final Contract Amount:
12/2013 1,325,548.00
Final Completion Date: 12/2013

B. Owner: City of Columbus Contact Person and Phone No.:
Bob Arnold
614-645-6558
Project: Johnstown Road Original Contract Amount:
2,005,755.00
Original Completion Date: Final Contract Amount:
12/2014 2,005,755.00
Final Completion Date: 12/2014

C. Owner: Gioffre Construction Contact Person and Phone No.:
Kevin Byerly
614-764-0032 *614-832-0072*

Project: Gurnsey Crossing

Original Contract Amount:
2,178,697.00

Original Completion Date:
8/2015

Final Contract Amount:
2,178,697.00

Final Completion Date: 8/2015

D. Owner: Poerio Inc Contact Person and Phone No.:
David Swartzbaugh
412-366-6767

Project: Fed Ex

Original Contract Amount:
1,506,489.00

Original Completion Date:
12/2015

Final Contract Amount:
1,506,489.00

Final Completion Date: 12/2015

E. Additional Sheets

3. Provide the following information for similar projects within a 500-mile radius of the project site that are currently under construction (add sheets if necessary). A similar project shall be defined only as including a wastewater treatment plant with similar size and complexity:

A. Owner: Groveport Madison Schools Contact Person and Phone No.:
Tyler Shepherd
614-253-9000

Project: Groveport Madison School

Original Contract Amount:
2,974,500.00

Original Completion Date:
6/2018

Final Contract Amount:
N/A

Final Completion Date: N/A

- B. Owner: ODNR

 Project: Deer Creek Park

 Original Completion Date: N/A Project on Hold

 Final Completion Date: N/A

- Contact Person and Phone No.:
Yolanda Aekins
614-265-6929

- Original Contract Amount:
189,900.00

- Final Contract Amount:
N/A

- C. Owner: IRG Progress Parkway

 Project: Progress Parkway

 Original Completion Date: 11/2016

 Final Completion Date: 11/2016

- Contact Person and Phone No.:
Chad Davie
330-659-4060

- Original Contract Amount:
1,798,900.00

- Final Contract Amount:
N/A

- D. Owner: Miami Trace Local Schools

 Project: Miami Trace High School

 Original Completion Date: 12/2017

 Final Completion Date: N/A

- Contact Person and Phone No.:
Bill Mullett
614-876-9484

- Original Contract Amount:
4,313,000.00

- Final Contract Amount:
N/A

- E. Additional Sheets

END OF SECTION 00 4513

Darby Creek Excavating, Inc

Kevin R. Steward - 24 Years Experience

Cory Steward - 19 Years Experience

Mike Cottrell - 25 Years Experience

EQUIPMENT

15	Dump Trucks	1	Trencher	
4	Compactors	11	Dozers	
2	Rock Trucks	6	Scrapers	
8	Loaders	12	Trackhoes	
6	Rollers	4	Bobcats	
10	Backhoes	2	Graders	
	Bobcat		UD water truck	Plate compactor
	AC & Sweep master broom		Giant vac blower	Road widener
	Double drum roller		Hypac roller	Stone box
	Distributor Truck		Maintainer	3 wheel roller
	2 Water trucks		Power curber	Rubber tire roller
	Pro Pave paver		Hystar roller	
	Hystar hypac roller		Blaw knox paver	
	Driveway roller		Berm box	

REFERENCES

The City of Circleville
104 E Franklin Street
Circleville, Ohio 43113
740-474-8224

Pickaway Co. Commissioner
139 W Franklin St
Circleville, OH 43113
740-474-3360
Anthony Neff

City of Columbus
1800 E 17th Ave
Columbus, Ohio 43219
614-645-6558
Bob Arnold

Route Construction
PO Box 30726
Gahanna, Ohio 43230
614-751-2433
Jeff Route

Bonding Company

Overmyer Hall Associates
1600 W. Lane Ave, Suite 200
Columbus, Ohio 43221
614-453-4405 - Phone
614-326-0132 - Fax

Federal Tax ID: 31-1345111

Office and Shop located at:
6790 Brooksmiller Road
Circleville, Ohio 43113

Interested Parties:

Kevin R. Steward - President
6694 Brooksmiller Road
Circleville, OH 43113

Cary Purcell - Secretary
19334 Hopewell Road
Mt Vernon, OH 43050

Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

10-20-16

(Date)

Kevin R. Steward, President

(Name and Title of Signer, Please type)

Darby Creek Excavating, Inc

(Firm Name)



Department of Administrative Services
Equal Opportunity Division

**Approved
Conditional**

CERTIFICATE OF COMPLIANCE

DARBY CREEK EXCAVATING, INC.
6790 Brooksmiller Road
Circleville, OH 43113

Effective Dates: 8/9/2016 through 02/05/2017

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) hereby issues DARBY CREEK EXCAVATING, INC. a Conditional Certificate of Compliance. The Conditional Certificate shall be in force for 180 days from the date of issuance.

Please be advised that as a holder of a Conditional Certificate of Compliance, the Division shall monitor and evaluate DARBY CREEK EXCAVATING, INC.'s efforts to establish a more diverse work force in order to comply fully with the State of Ohio's specific requirements of work-site diversity on state funded construction projects.

Finally, be also advised that at the time DARBY CREEK EXCAVATING, INC. applies for consideration of a new certification, the Division will fully evaluate not only DARBY CREEK EXCAVATING, INC.'s efforts to establish a required diverse workforce, but also the actual results in establishing such a workforce.

A handwritten signature in black ink, appearing to read "Gregory L. Williams", is positioned above the printed name and title.

Gregory L. Williams
Deputy Director
State EEO Coordinator

Service, Support, Solutions for Ohio Government

The State of Ohio is an equal opportunity employer.

Equal Opportunity Division | 4200 Surface Road | Columbus, Ohio 43228
Phone 614-466-8380 | FAX 614-728-5628 | Web: www.das.ohio.gov/eod

John Kasich, Governor
Robert Blair, DAS Director
Gregory L. Williams, Deputy Director

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

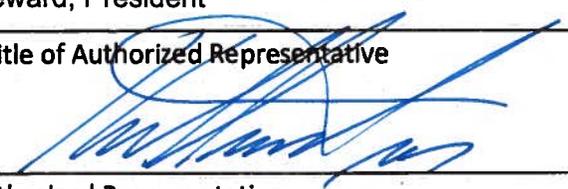
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State antitrust statues or commission if embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Kevin R. Steward, President

Type Name & Title of Authorized Representative



Signature of Authorized Representative

I am unable to certify to the above statements. My explanation is attached.

FORM 1A
Disadvantaged Business Enterprise Program
Individual DBE Subcontractor Proposed Performance Form

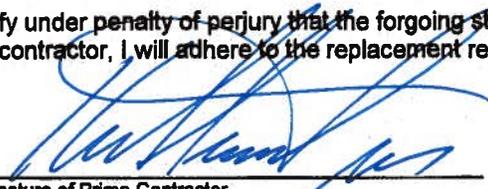
NAME OF SUBCONTRACTOR: Blue J Surveying, LLC		PROJECT NAME Village of Ashville Sanitary Sewer Improvement	
ADDRESS 14450 State Route 56 Mt Sterling, OH 43143		CONTRACT NO. <u>60440011</u>	
TELEPHONE NO. 614-774-8577		EMAIL ADDRESS bluej2121@yahoo.com	
PRIME CONTRACTOR NAME Darby Creek Excavating, Inc			
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR	
59	Surveying	<u>10,000.00</u>	
Currently certified as an MBE or WBE under EPA's DBE Program? _____ MBE <u>XX</u> WBE _____ Neither			
 _____ Prime Contractor Signature Kevin R. Steward		President 10-20-16 _____ Title/Date	
 _____ Subcontractor Signature Jennifer Blue		Owner 10-20-16 _____ Title/Date	

1 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

This form is to be submitted as part of the prime contractor's proposal package.

FORM 1B
Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Summary

BID/PROPOSAL NO. 60440011	PROJECT NAME Village of Ashville Sanitary Sewer Improvement
NAME OF PRIME BIDDER/PROPOSER Darby Creek Excavating, Inc	E-MAIL ADDRESS kevins.dce@gmail.com
ADDRESS 6790 Brooksmiller Rd Circleville, OH 43113	
TELEPHONE NO. 740-477-8600	FAX NO. 740-477-9865

The following subcontractors will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE? (specify which)
Blue J Surveying, LLC 14450 State Route 56 Mt Sterling, OH 43143 614-774-8577 bluej2121@yahoo.com	Surveying/Layout		WBE
I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).			
 _____ Signature of Prime Contractor		10-20-16 _____ Date	
Kevin R. Steward _____ Print Name		President _____ Title	

1 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

This form is to be submitted as part of the prime contractor's proposal package.

FORM 1B

Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Summary

BID/PROPOSAL NO. 66440011	PROJECT NAME Village of Asheville Sanitary Improvement
NAME OF PRIME BIDDER/PROPOSER Darby Creek Excavating Inc	E-MAIL ADDRESS Kevin.dce@gmail.com
ADDRESS 6790 Brooksmiller Rd Circleville, OH 43113	
TELEPHONE NO. 740-477-8600	FAX NO. 740-477-9865

The following subcontractors will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE? (specify which)
Bridge Brothers Trucking 1120 Raring Ave Columbus, OH 43219 614-253-7332	Trucking	98,900.00	MBE

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor

Date

Print Name

Title

[Handwritten Signature]

10-20-16

Kevin B Steward

President

1 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

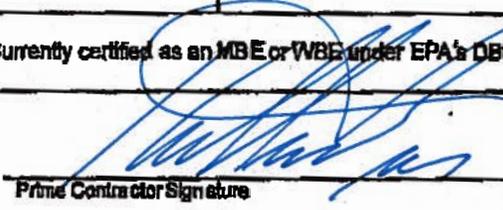
This form is to be submitted as part of the prime contractor's proposal package.

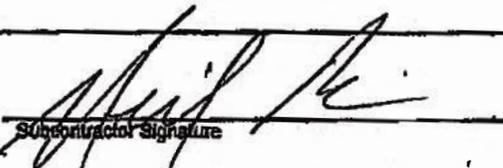
FORM 1A
Disadvantaged Business Enterprise Program
Individual DBE Subcontractor Proposed Performance Form

NAME OF SUBCONTRACTOR: <i>Bridge Brothers Trucking</i>	PROJECT NAME <i>Village of Asheville Sanitary Sewer</i>
ADDRESS <i>1120 Rusk Ave</i>	CONTRACT NO. <i>60440011</i>
TELEPHONE NO. <i>614-306-7442</i>	EMAIL ADDRESS <i>M.Bridges@BridgesTrucking.com</i>
PRIME CONTRACTOR NAME	

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
<i>19-27</i>	<i>Trucking</i>	<i>98,900.00</i>

Currently certified as an MBE or WBE under EPA's DBE Program? MBE WBE Neither


 Prime Contractor Signature *President* Title/Date *10-20-16*

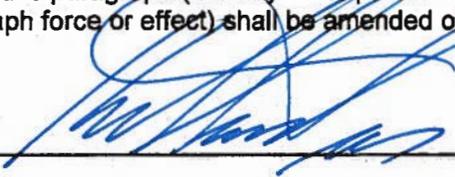

 Subcontractor Signature *President/owner* Title/Date *10-20-16*

1 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

This form is to be submitted as part of the prime contractor's proposal package.

American Iron & Steel Sign-off Form

The Contractor acknowledges to and for the benefit of the Village of Ashville, Ohio ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.



10-20-16

Signature

Date

Kevin R. Steward, President

Name and Title of Authorized Signatory, Please Print or Type

Darby Creek Excavating, Inc

Bidder's Firm

Check here if the WPCLF applicant will be requesting a waiver for non-American made iron and steel products.

SECTION 00 4519

NON-COLLUSION AFFIDAVIT

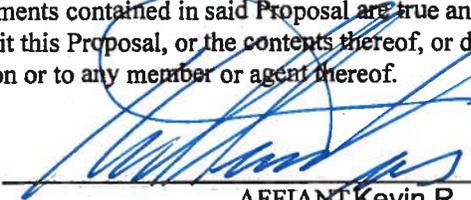
(This Affidavit is part of the Proposal)

STATE OF Ohio

COUNTY OF Pickaway

Kevin R. Steward being first duly sworn, deposes and says that he is
President
(President, Secretary, etc.)

of the party who made the foregoing proposal, that such proposal was genuine and not collusive, that said Bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such other person should refrain from bidding, or submit a sham bid and did not, in any manner, directly or indirectly, seek by agreement or collusion, or communication or conference with any person, to fix the bid price of Affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Village of Ashville, Ohio, or any person interested in the proposed contract, and that all statements contained in said Proposal are true and further, that such Bidder did not, directly or indirectly, submit this Proposal, or the contents thereof, or divulge information or data relative thereto, to any association or to any member or agent thereof.


AFFIANT Kevin R. Steward, President

Sworn to and subscribed before me this 20th day of October, 20 16


NOTARY PUBLIC IN AND FOR

Pickaway County, Ohio

My Commission expires 8, 18, 20 18

(SEAL)



Amy Esterbrook
Notary Public, State of Ohio
My Commission Expires
8/18/18

END OF SECTION 00 4519

SECTION 00 4529

PERSONAL PROPERTY TAX DISCLOSURE AFFIDAVIT

STATE OF Ohio

COUNTY OF Pickaway

I, Kevin R. Steward, President
(Name) (Office or Title)
of the Darby Creek Excavating, Inc
(Company Name)

first being duly sworn, do depose and state that it has submitted a competitive Bid for a Contract to be administered and awarded by Village of Ashville, Ohio.

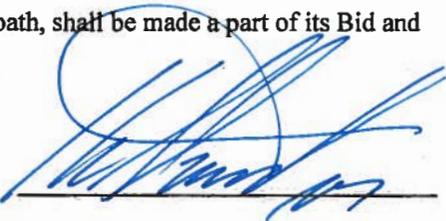
Furthermore, affiant says that it was not charged with any delinquent personal property taxes, penalties or interest due or owing to the County of [Pickaway], State of Ohio, except as herein stated:

(If none, so state. If due, state amount due together with assisted interest and penalty) NONE

Further, affiant says that a copy of this statement, affirmed under oath, shall be made a part of its Bid and the Contract to be awarded.

Furthermore, affiant sayeth not.

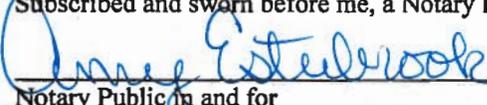
Darby Creek Excavating, Inc

Signed: 

Corporation or Business

Title: Kevin R. Steward, President

Subscribed and sworn before me, a Notary Public, this 20th day of October, 2016


Notary Public in and for

Pickaway County,

My Commission expires 8-18 2018 (SEAL)



Amy Esterbrook
Notary Public, State of Ohio
My Commission Expires
8/18/18

END OF SECTION 00 4529

ISSUED AS ATTACHMENT TO ADDENDUM NO. 1 DATED 10/06/16

OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 6/16)

1. **STEEL PRODUCTS MADE IN THE UNITED STATES**

Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through <http://codes.ohio.gov/orc/153.011>.

2. **PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)**

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<http://198.234.41.198/w3/webwh.nsf/wrlogin/?openform>

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying

ISSUED AS ATTACHMENT TO ADDENDUM NO. 1 DATED 10/06/16

or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

5. DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6. OHIO PREFERENCE

In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

7. BID GUARANTY

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

ISSUED AS ATTACHMENT TO ADDENDUM NO. 1 DATED 10/06/16

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See <http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx> for instructions for electronic filing.

>>> Does this bidder have a valid Certificate of Compliance? Yes No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? Yes No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an affirmative action program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity (EEO) Coordinator prior to the bid opening, **OR** the prime contract bidder must have evidence within its bid adoption of the minority and female utilization work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening? Yes No

>>> If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

ISSUED AS ATTACHMENT TO ADDENDUM NO. 1 DATED 10/06/16

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: <http://das.ohio.gov/EOD/CCInputForm29.htm>

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants ? Yes No

ISSUED AS ATTACHMENT TO ADDENDUM NO. 1 DATED 10/06/16

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.



Signature of Authorized Officer 10/ 20/ 2016
Kevin R. Steward Date
President

Title

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.